

**AMENDMENT  
TO  
SYSTEM PURCHASE CONTRACT**

This Amendment ("Amendment") to that certain MASTER SOFTWARE AND SERVICES AGREEMENT with its Exhibits effective April 1, 2011 as amended and supplemented from time to time (collectively, the "Original Agreement") is entered into effective as of December 1, 2011 ("Amendment Effective Date") by and between Paciolan, Inc. ("Paciolan") University of Wisconsin, Madison ("Customer").

**Background**

Paciolan and Customer now desire to further amend and supplement the Original Agreement as specified below.

In consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Original Agreement as follows.

**Original Agreement Amendment**

1. **CUSTOMER DATA.** The following shall supplement the Original Agreement:

"For purposes of the agreement, Customer Data, as defined in the Original Agreement, shall additionally include any data or information that Paciolan creates, obtains, accesses (via records, systems, or otherwise), receives (from Customer or on behalf of the Customer), or uses in the course of its performance of the contract which include, but may not be limited to: social security numbers; credit card numbers; any data protected or made confidential or sensitive by the Family Educational Rights and Privacy Act, as set forth in 20 U.S.C. §1232g ("FERPA"), Wisconsin state statute 134.98 or any other applicable federal or Wisconsin law or regulation. . Paciolan agrees to hold Customer Data in strictest confidence and not to make use of Customer Data for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without the Customer's express written consent or as provided by law. Paciolan agrees to implement reasonable physical, electronic, and managerial safeguards to prevent unauthorized access to Customer Data. At Customer's request upon expiration or termination of this Contract, Paciolan shall, at Customer's option: (i) certify to Customer that Paciolan has destroyed all Customer's Confidential University Data in Paciolan's possession; or (ii) return all Customer's Confidential University Data to Customer."

(Continued on next page)

Except as amended by this Amendment, all other terms and conditions set forth in the Original Agreement, including the defined terms, shall remain in full force and effect. If there is any conflict between the terms of this Amendment and the Original Agreement, then the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and do each hereby represent that their respective signatory whose signature appears below has been and is on the Amendment Effective Date duly authorized by all necessary and appropriate corporate action to execute this Amendment.

PACIOLAN, INC.

Signature:   
Name: David R. Butler  
Title: CEO  
Date: 12/5/11

UNIVERSITY OF WISCONSIN, MADISON

Signature:   
Name: Mike Hardiman by CH  
Title: Mike Hardiman, Director  
UW-Madison Purchasing Services  
Date: December 1, 2011